

of the will, and the facts in connection with it contained in the agreement filed on the 8th of June, 1853.

In this clause, the testator, after bequeathing to Isaac McKim, upon certain trusts, parcels of goods and chattels contained in a deed of trust previously executed by him to John Smith Hollins, recites that he was security on sundry negotiable notes, drawn by Robert S. Hollins, amounting to about \$10,000, more or less, and that his daughters, Rebecca and Cordelia Margaret, or either of them, may hold a note or notes of his, drawn in their favor, or in favor of either of them, says, "now my will and desire is, that the foregoing promissory notes, any, or either of them, is to be no charge whatever on my estate, but that if any claim whatever is made on my estate in respect of said notes, or either of them, so drawn or endorsed by me, then, and in that case, my said daughters, or the one making or occasioning such demand or charge, shall cease to receive and be entitled to receive any share or dividend from my estate so devised to their use respectively, until the said note or notes be entirely released, and all liability of my estate for them, or any part of either of them, respectively, be wholly determined. And should it so happen, that my said estate should be made responsible for any sum whatever, on account of said notes endorsed or drawn by me, for my said daughters, or either of their said husbands, then, and in that case, I order and direct that whatever sum may be paid by my estate on said account, shall be charged by my executrix and executors against my said daughters, or against such one as may have occasioned any such charge on my estate."

It is conceded, that the testator's daughters have made no charge or claim against his estate on account of notes held by them, or either of them, and the statement of facts agreed on, shows that John S. Hollins and Robert S. Hollins, his two sons-in-law, who were partners in business, failed in the year 1833. That Robert S. Hollins applied for the benefit of the insolvent laws in 1834, and was discharged, and that John S. applied and was discharged under said laws in June, 1840, and that Cumberland Dugan, the testator, in his lifetime, filed his claim against the insolvent estate of Robert S. Hollins on account